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Electronically Recorded

Tarrant County Texas

Official Public Records

8/16/2010 4:26 PM

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PGS 2

\$20.00

Suzanne Henderson

Submitter: SIMPLIFILE



Permian Land Company 1501 Summit Ave., Ste 200 Fort Worth, TX 76102

Submitter: Permian Land Company

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE **100 WEST WEATHERFORD** FORT WORTH, TX 76196-0401

DO NOT DESTROY WARNING - THIS IS PART OF THE OFFICIAL RECORD.

ELECTRONICALLY RECORDED BY SIMPLIFILE

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW. NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

AMENDMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

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STATE OF TEXAS

STATE OF TEXAS

My Comm Exp. 01/28/2012

WHEREAS, Bayerly, E. Green, a single woman ("Lessor"), whose address is 1218 Baylor, Drive, Abligne, Texecuted an Oil and Gas Lease dated fanuary 21, 2008 (the "Lease"), which is recorded as Instrument #D208115755 in the Public Records of Taranta Country, Texes, in the rore of Holls is Rosilivan Inc. ("Original Lessee"), covering Lot 4, Block? Estates, Phase II, as more particularly described in the Lease; WHEREAS, the Lease and all rights thereunder are now owned and held by XTO Energy Inc., whose address is 81 Street, Fort Worth, Texas 76102 ("Lessee"), as the auccessor in interest to Original Lessee under the terms of the Lease; and WHEREAS, Lessor and Lessee desire to amend the Lease as set forth berein. NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the nufficiency of which are hereby adenovedeged, Lessor and Lessee hereby agree to amend the Lease as follows: In Paragraph 5 of the Lease, "320 acres" is hereby deleted and replaced with "640 acres". Lessor hereby adopts, ratifies, and confirms the Lease as to all of the terms and provisions therein, as amend Amendment of Oil and Gas Lease, and for the same consideration, Lessor deep lease, grant, demise, and let the land by the Lease anto Lessee, is successors and assigns, in accordance with all of the terms and provisions of the Lease, as hereby. Except as amended by this Amendment of Oil and Gas Lease, the Lease is and remains in full force and effect as written. This Amendment is executed this the day of American Science and remains in full force and effect as written. ACKNOWLEDGEMENTS STATE OF TEXAS This instrument was acknowledged before me on this the Lease as fallows, 2010, by Edwis S. Ryas. J. Materials and Lease as a complete the supplementation of XIO Energy Inc., a Delaware proposition, on phonging and Lease and Lease as the proposition, on phonging and Lease and Lease as the control of XIO Energy Inc., a Delaware proposition, on phonging and Lease as the control of XIO Energy Inc., a Delawa	COUNTY OF TARRANT §		,
Street, Fort Worth, Texas 76102 ("Lessee"), as the successor in interest to Original Lessee under the terms of the Lesse; and WHEREAS, Lessor and Lessee desire to amend the Lease as set forth berein. NOW, THEREFORE, for Ten and No. 100 Dollars (\$10.00) and other good and valuable consideration, the n sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree to amend the Lease as follows: In Paragraph 5 of the Lease, "320 acres" is hereby deleted and replaced with "640 acres". Lessor hereby adopts, ratifies, and confirms the Lease as to all of the terms and provisions therein, as amend Amendment of Oil and Gas Lease, and for the same consideration, Lessor does hereby lease, grant, demise, and let the land by the Lease unto Lessee, its successors and assigns, in accordance with all of the terms and provisions of the Lease, as hereby. Except as amended by this Amendment of Oil and Gas Lease, the Lease is and remains in full force and effect as written. This Amendment is executed this the	executed an Oil and Gas Lease dated <u>Jar</u> Public Records of Tarrant County, Texas	ary 21, 2008 (the "Lease"), which is recin favor of Hollis R. Sullivan, Inc. ("Or	corded as Instrument #D208115755 in the C
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Reverly E. Green LESSEE: XTO ENERGY INC. By:	y manan.		
Name: —Edwin S. Ryan, Jr. Title: Sr. VP Land Administration ACKNOWLEDGEMENTS STATE OF TEXAS COUNTY OF Taylor & This instrument was acknowledged before me on this 3 day of factors, 2010, by AUCHAR SHEER STATE OF TEXAS COUNTY OF TARRANT This instrument was acknowledged before me on this the day of factors of Saxs and Administration of XTO Energy Inc., a Delaware Perporation, on Inhalf of Stut Composition.			<u>813//6</u>
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